# ARTICLE 10 OTHER CONDITIONS OR SERVICES

(Describe any services not included above which are to be performed by the Architect or Owner. State whether services to be provided by the Architect are Basic Services or Additional Services.)

PRINCIPAL'S TIME AT THE FIXED RATE OF FIFTY DOLLARS (\$50.00) PER HOUR. FOR THE PURPOSES OF THIS AGREEMENT, THE PRINCIPALS ARE: L. A. BAKER AIA ARCHITECT.

TECHNICAL LEVEL II TIME AT THE FIXED RATE OF THIRTY FIVE DOLLARS (\$35.00) PER HOUR. FOR THE PURPOSES OF THIS AGREEMENT, TECHNICAL LEVEL PERSONNEL INCLUDE: SENIOR DRAFTSMAN.

TECHNICAL LEVEL III AND CLERICAL TIME AT THE FIXED RATE OF TWENTY DOLLARS (\$20.00) PER HOUR. FOR PURPOSES OF THIS AGREEMENT, TECHNICAL LEVEL III AND CLERICAL PERSONNEL INCLUDE: JR. DRAFTSMAND AND CLERICAL,

"PRINCIPALS AND EMPLOYEES TIME AT A MULTIPLE OF ONE AND THIRTY-THREE (1.33) TIMES THEIR DIRECT PERSONNEL EXPENSE AS DEFINED IN ARTICLE 4."

This Agreement entered into as of the day and year first written above.

OWNER HOPKINTON VILLAGE INC.	ARCHITECT L. A. BAKER ALA ARCHITECT
HOPE VALLEY,	POTTER HILL ROAD
RHODE ISLAND 02832	WESTERLY, RT 02891
Brinde Tukas	Saber )
ALA DOCUMENT BOOK	DIVINER ARCHITECT ACRESISENT FOR MOUNTAIN SERVICES A HINE YOU FOLLOW AND

.....

7 B181-1978

775

AIA DOCUMENT 8181 + OWNER-ARCHITECT AGREEMENT FOR MOUSING SERVICES + JUNE 1978 EDITION + AIA® 9 1978 + THE AMERICAN INSTITUTE OF ARCHITECTS 1715 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

## Construction Contract Cost Plus

U.S. Department of Housing and Urban Development



THIS AGREEMENT, made the 19thbay of OCTOBER 19 87 between

PROMAC, INCORPORATED

(hereinafter called the "Contractor") and

HOPKINTON VILLAGE, INCORPORATED

(hereinaster called the "Owner"),

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter set out, agree as follows:

#### Article 1 - Scope of Contract

A. The Contract between the parties is set forth in the "Contract Documents" which consists of this Agreement, the Drawings and Specifications, the current edition of AIA Document A201, "General Conditions of the Contract for Construction," and Form HUD 2554, "Supplementary Conditions of the Contract for Construction." The provisions of this instrument and the said HUD Supplementary Conditions take precedence over all inconsistent provisions in the said AIA General Conditions. This Contract constitutes the entire agreement between the parties, and any previously existing contract concerning the work contemplated by the Contract Documents is hereby revoked.

B. The Contractor shall furnish all of the materials and perform all of the work (within the property lines) shown on, and in accordance with, the Drawings and specifications entitled CANONCHET CLIFFS 11

RI-43-L11059 HUD Project No.

("Design Architect").

L-1, C-1 thru C-5, SE-1, Al thru Al8, M-1 thru M8

C. The Drawings, which are numbered P-1 thru P-9, E-1 thru E6

have been prepared by L.A. BAKER, AIA

and the Specifications, the pages of which are numbered Division 1 thru 16, received by HUD on March 12, 1987 and Addendum #1 dated

Sept. 21, 1987

The Architect administering the Construction Contract (hereinafter, and elsewhere in the Contract Documents, referred to as the L.A. BAKER, AIA "Architect") is

A master set of said Drawings and Specifications, Identified by the parties hereto and by the Design Architect, the Architect, and the Contractor's Surety or Guarantor have been placed on file with the Department of Housing and Urban Development ("HUD"), and shall govern in all matters which arise with respect to such Drawings and Specifications.

- E. Changes in the Drawings and Specifications or any terms of the Contract Documents, or orders for extra work, or changes by altering or adding to the work, or which will change the design concept, may be effected only with the prior written approval of HUD under such conditions as HUD may establish.
- F. Notwithstanding any other provisions contained in the Contract Documents, the following is applicable to all construction contracts not competitively bid in accordance with HUD's rules and regulations:

The Contractor acknowledges that this Agreement has resulted from sole-source negotiation rather than from competitive bid.

The Contractor has conducted a full and independent inspection of the site and acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work (such as test borings) done by or on behalf of the Contractor, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work or for proceding to successfully perform the work without additional expense to the Owner, or HUD.

The Contractor warrants to the Owner and HUD that the work, when completed, will comply fully with all HUD requirements and applicable building and safety codes, regulations, and construction requirements imposed or enforced by any governmental agencies and in existence on the date of execution of this agreement, without regard to any errors, omissions or deficiencies in the drawings and specifications.

The Contractor further agrees that it will not be entitled to any increase in the contract price because of changes in the drawings and reations arising out of errors, omissions or deficiencies in the drawings and specifications, and that it will not assert any claim the Owner or HUD in connection therewith. 30

PLAINTIFF'S

HUD-82442A EH (4-84) (HB 4430 1)

#### Article 4 - Receipt, and Releases of Liens

The Owner may require the Contractor to attach to each request for payment its acknowledgement of payment and all subcontractors' and materialisms's acknowledgements of payment for work done and materials, equipment and fixtures turnished through the date covered by the previous payment. Concurrently with the final payment, the Owner may require the Contractor to execute a waiver or release of lien for all work performed and materials furnished hereunder, and may require the Contractor to obtain similar waivers or releases from all subcontractors and materialmen.

#### Article 5 - Requirements of Contractor

- A. The Contractor shall furnish, at its own expense, and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to HUD upon request.
- B. If the Contractor observes that the Drawings and Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall promptly notify the Architect in writing, and any necessary changes shall be made as provided in this Contract for changes in the Drawings and Specifications.
- C. Upon completion of construction, the Contractor shall furnish to the Owner a survey showing the location on the site of all improvements constructed thereon, and showing the location of all water, sewer, gas and electric lines and mains, and of all existing utility easements. Such survey shall be prepared by a licensed surveyor who shall certify that the work is installed and erected entirely upon the land covered by the mortgage and within any building restriction lines on said land, and does not overhang or otherwise encroach upon any easement or right-of-way of others. In addition, the Contractor shall furnish additional surveys when required by the owner for any improvements, including structures and utilities, not theretofore located on a survey. The Contractor shall furnish copies of such survey required hereunder for HUD.
- D. The Contractor shall assume full responsibility for the maintenance of all landscaping which may be required by the Drawings and Specifications until such time as both parties to this Contract shall receive written notice from HUD that such landscaping has been finally completed. The Owner hereby agrees to make available to the Contractor, for such purpose, without cost to the latter, such facilities as water, hose and sprinkler.

#### Article 6 - Assurance of Completion

he Contractor shall furnish to the Owner assurance of completion of the work in the form of Performance and Material Bond

Such assurance of completion shall run to the Owner and HUD as obligces.

#### Article 7 - Waiver of Lien or Cinim

The Contractor shall file no mechanic's or materialman's lien or maintain any claim against the Owner's real estate or imporvements for or on account of any work done, labor performed or materials furnished under this Contract, and shall include in each subcontract a clause which shall impose this requirement on the subcontractor.

#### Article 8 - Right of Entry and Interpretation

- A. HUD, its agents or assigns, at all times during construction, has the right of entry and free access to the project and the right to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the project. For such purpose, the Contractor shall furnish such enclosed working space as HUD may require and find acceptable as to location, size, accommodations and furnishings.
- B. HUD shall also have the right to interpret the Contract Documents and to determine compliance therewith

#### Article 9 - Assignments, Subcontracts and Termination

- A. This Contract shall not be assignable by either party without prior written consent of the other party and HUD, except that the Owner may assign the Contract, or any rights hereunder, to HUD.
- B. The Contractor shall not subcontract all of the work to be performed hereunder without the prior written consent of the Owner and HUD.
- C. Upon request by the Owner, or HUD, the Contractor shall disclose the names of all persons with whom it has contracted or will contract with respect to work to be done and materials and equipment to be furnished hereunder.

The Contractor understands that the work under this contract is to be financed by a building loan to be secured by a mortgage and subject to the terms of a Building Loan Agreement between the Owner and HUD.

Addendum to Form 2442A-Ell

The Contractor acknowledges that this Agreement has resulted from sole-source negotiation rather than from competitive bid.

The Contractor has conducted a full and independent inspection of the site and acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Contractor also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work (such as test borings) done by or on behalf of the Contractor, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work or for proceding to successfully perform the work without additional expense to the Owner, or HUD.

The Contractor warrants to the Owner and HUD that the work, when completed, will comply fully with all HUD requirements and applicable building and safety codes, regulations, and construction requirements imposed or enforced by any governmental agencies and in existence on the date of execution of this agreement, without regard to any errors, emissions or deficiencies in the drawings and specifications.

The Contractor further agrees that it will not be entitled to any increase in the contract price because of changes in the drawings and specifications arising out of errors, omissions or deficiencies in the drawings and specifications, and that it will not assert any claim against the Owner or HUD in connection therewith.

ACKNOYLEDGED:

Prome Ch

CONTRACTAR (

In hough Jenus

OUNER

DATE



# Town of Hopkinton

Hopkinton, Rhode Island 02833

Office of the **BUILDING INSPECTOR** Zoning inspector Electrical Inspector Plumbing/Mechanical

April 14, 2005

John C. Kelly To:

Rockport Mortgage Corporation

17 Rogers Street Gloucester, MA 01930

Re: Canonchet Cliffs I and II

Dear Mr. Kelly.

At your request, I have reviewed the building plans on site of the above referenced buildings, and I have examined the plans that were submitted to the Town of Hopkinton for the development. In addition, I also reviewed the 1988 and the 1987 building codes in effect at the time of construction. My findings relating to the referenced development are as follows:

- 1) attic areas separation walls were not constructed or maintained according to the construction documents and code documents
- 2) the one (1) hour fire-rated comidor (identified on the plans as a comidor passage on sheet A-10 and detailed on A-13) was not constructed to the design standard and does not conform to a 1-hour fire rated wall assembly
- in the main structure, the office octagon building, the foyer dining room area (which is now the essembly area) was required to have a 1-hour fire-rated ceiling and floor assembly between the first and second floor. The ceiling was required to be 5/8" type X fire-rated sheet rock. This fire-rated sheet rock has been substituted with a suspended celling which does not conform to the area separation requirement of a 1-hour assembly.
- the main corridor was required to be a 1-hour fire-rated assembly indicating a plpe chase above the suspended ceiling line. The required sheet rock installation was not completed to provide an envelope effect to protect the combustible wood joists above. This area does not comply with the code requirements.



5) the vertical pipe unase for conduits between floors are not built to 1-hour firerated requirements. Thus, a chimney effect is created which would allow for the passage of smoke and fire into the attic and other ereas.

All of the Items identified above require immediate attention.

Should you have any questions, need assistance or additional information, do not hesitate to contact me at 377-7771.

Charles Mr. Mauti

Building and Zoning Official



27 April 2005

Mr. William J. Caming Caming Management Company 402 Postles Avenue Creation, RI 02910

Rat Concenhat Ciffs I & II BGB #5574-5

Dog Mr. Cambag:

At your request, I visited the Canoachet Senior Housing Pacifics to review leaves raised by the Hopkinson Building Official, Mr. C. Mauti. Mr. Mattl requested to accompany use on my seview.

Our importion began at the Committee II Pacility. ROB's observations follow in exceedness with RI 1984 these Building Code:

#### A. Commonty Rosso

- The cuiling is not a rand materia.

  A I he, superation is required to the units on the second floor.
- 2. The gyptim board walls to adjacent spaces and the corridor do not screen to the duck alreve.

  A 1 hr. rating is required.

#### B. Corridors

- The gyptum board on the nouridar walls does not extend to the dock above.
   A ! Ar, rating is registered.
- Paretrations satisf in the consider walls that are not adequately realed.
   A 1 To. resting to required.
- Encound and third floor launge areas are open to the corridor.
   A 1 hr. rating to required.
- 4. Consider in not assumed by raind walls from stein.

  A 2 let, rating is required.
- Check curpet in exceptor for records on fluxe agreed and anothe development A Class "A" finish to regulared.

30 Hulden Street - Frevilsence, Rhode Juland 02908 : Te): (491) 272-1730 - Fax: (491) 273-7156

PLAINTIFF'S EXHIBIT



- and from a first to the state.



Mr William J Cauming
Camping Management Company
Re: Campanhot Citth I & II
RGB #5374-5
27 April 2005
Page 1

 The guic is not divided into a maximum of 3,000 SF gross. The fire stops that exist have openings that do not have self closing access doors.
 3,000 SF offic gross are the maximum permitted.

## E. Buck (South) Office

 Gypman board does not extend to the deck above, therefore it is not properly supurated from the contidue or adjacent spattments.
 If it resting is required.

#### P. Laundry Rooms

Gypsum heard does not extend to the deck; doors and vision panels are not properly reted.
 A 1 hr, rating is required.

#### G. Atti

- The wolf ridge vents were out in, leaving the edge of plywood unsupported a the ridge.
   X respect if required.
- The calling tile in the third floor eathing is a rated tile; however, it is not installed to
  constitute a tested I be, and succeptly (joints too small; 2 x 0, no clips installed).
   A 1 hr. rated example to required.

#### H. Units

- The noting of unit ordings could not be verified (destructive tening in required). It is not known if the ording was construction of a continuous S/E type X gypnum board manufactor, or if and tracks interrupt the rated manufactors. Stade were photoved from one sees of the atio.
   A I hr. rating is required.
- It is not known if walls between units we constructed to smal to the dock above. If they are
  use, the well calling unmakenes must be continuous and the intensitial space must be
  firestopped into 1,500 fit scare.
   A 1 hr. rating is required between units and intensitial calling to floor spaces usual be
  fire stopped each 1,500 fit?

Because of the summous violation observed, it is renequable to helicut that other actus and visib is may also contain violations.

The construction type, 5A, requires that all attractural excepters to rated for 1 kg. All considers and units required 1 kg. rating. All stairs require 2 kg. ratings. The floor to floor rating requirement is f kg. and top floor to stale is 1 kg.



Mr William J. Canning Centring Management Company Cananches Chiffs I & II BGB #5374-3 27 April 2005 Peac 4

#### Inspection of the "Mill" Building:

Similar violations to Canonchet II were observed in calling wall ratings. In addition, the following was observed:

- 1. Considers and stairs are put 44" wide (43" +/-).
- 2. Stalen are not 2 hr. rested.
- 3. Leundry Room doom held open
- 4. Hitting Room at Laundry Room out mad from corridor.
- enums strained strain and process and process controls.
   2 in: asymmetry well does not appear to be construction with two layer, type "X" gypours board each side. Well is not thick enough (destructive investigation required to continue).
   Ridge vest out in, leaving roof sheathing edge transported.
   Realing of subvesti drapery unknown. Class "A" required.
   Built windows within 18" of flow use not protected or of tempored plans.

- S. Electric Recom used for storage.
   Records Recom used for storage.
   Records Recom used for storage.
   Records recit accume consider wall is not properly construction to be 2 for sated.
   Uncompiled spaces agen into the exist access consider.

## Impaction of the "Shed"

Startler violations to Canonabet II were observed in calling and wall retines. In addition, the following was observed:

- Status are and 44" wide (42").
   Leandry Reace opace into the sattreath.
   HVAC units through calling at estir; so five dampers observed.
   No sated door to shad unit (1 let. sequired).
   Second floor consider well to shad unit not 1 let rated (up gypeum on anio side). The well is also not properly fire stopped between floors or to the attle.
   Area separation well not 2 let, send and does not extend through the unit.
   The said state fire stop has improperted openings. Openings in fire stop are not 30" wide.
   Clearly desprey for Clear "A" rating in state.
   State wheleou within 15" of the floor and is unproceeded and not tempored gloss.

#### Imperior of the "House

Similar violations to Canonchet II were observed in calling and well resings. In addition, the following West oppositely

- fitair has reason opening into the stairwell, Laundry Room and Apertment.
   fitair ner not 44" wide (39").
   Rest stair has 6'-2" headroom (6'-8" required).

- 4. Laundry Room door has no label,
- 5. Biratrio Renar opens off statewell.



Mr. William J. Canning Canoing Management Company
Be: Canonehet Chiffs I & IJ
19:038-#5374-3 27 April 2005 Page 5

- 6. Stairwell is not 2 for rated.
  7. Numerous penatrations to units above corridor selling.
  8. Auto fire stop lacks proteoted openings.

## Recommendations:

Although the analogity of the observed violations appear to have existed from the time of the original construction, ROB believes the violations are of a serious nature and recommends that Consuches tomesticately legic action to correct the ligne that can be physically corrected. Discussions with the appropriate ends officials must be held to develop a plan of sotion to mitigate all issues. Fire officials should be advised of these incurs so they are sweet of the hexagine that exist.

Please contact me if ROB can be of further authorize in resolving these insues.

James R. Carlace, AJA, NCARB Bauentive Vice President

AC:cae



# MEETING MEMORANDUM / 26 May 2005

Re: Canonchet Cliffe II
RGB #5374-3

Attending on Site:

Lois Chappelle

Canonchet Cliffs

Pat Sawyer

Canonchet Cliffs

Charles M. Mauti Raymond Bader Building & Zoning Hope Valley Fire Marshal

Jim Carlson

The Robinson Green Beretta Corporation (RGB)

- 1. The meeting was held at the site to continue the investigation of the existing construction for possible code violations.
- 2. Pat Sawyer opened 16" x 16" holes in the corners of bedroom ceilings to enable observation of the structure above the ceiling and to determine the type of gypsum board used in construction.
- 3. No identification was found on the gypsum board to indicate that it is Type X, fire resistant material. All observations, however, confirmed all areas observed were single layer, 5/8" gypsum board.
- 4. Investigation began in a unit of Canonchet II and proceeded in each building of Canonchet I as follows:
  - A. Canonchet II, Unit 223
    - 1. No separation between units above the ceiling observed.
    - 2. No separation at stairwell to unit above celling observed.
    - 3. Sheetrock ceiling 5/8" on wood furring wall, 5/8" no id found.
    - 4. Took sample of gypsum.
  - B. Canonchet I, Cottage, Unit C101 (1 story)
    - 1. 5/8" gypsum board wall and ceilings walls extend to the deck on resilient metal furring.
    - 2. Corridors have SAT with no clips on the tile, therefore, there is no rating corridor to the anic.
    - 3. No id on the tile found.
  - C. Canonchet I, Mill Building, Unit M102 (2 story)
    - 1. 5/8" gypsum board ceiling and walls, ceiling on resilient motal furring.
    - 2. Fire stop between units, 5'8", with some holes
    - 3. Observed hole at perimeter wall at corner of bedroom





\$ 13 P

RGB #5374-3

Page 2

- D. Canonchet I, House Building, Unit H203 (2 story)
  - 1. 5/8" gypsum board walls and ceilings no markings.
  - 2. Gypsum on metal resilient furring at ceiling.
- E. Canonchet I, Shed Building, Unit \$202 (2 story)
  - 1. 5/8" gypsum board walls and ceilings no markings.
  - 2. Gypsum on metal resilient furring at ceiling.
- 5. Next investigative meeting on June 3rd at 1:00 p.m.

If any of the above is inconsistent with your understanding, or this correspondence fails to document any items discussed, please advise the writer immediately.

Submitted Ev

Junes R. Carlson, AIA, NCARB

Executive Vice President

JRC:cae

cc: Attendoes

William Canning



09 June 2005

Mr. William J. Canning Canning Management Company 402 Pontiac Avenue Cranston, RI 02910

Re:

Canonchet Cliffs I & II

RGB #5374-3

Dear Mr. Canning:

Please find enclosed a copy of my latest investigation at the project.

Neither the Fire Marshal nor the Building Official were able to attend. I will request a meeting with them to review and recommend a course of action to resolve the discovered items if they are satisfied with the scope and extent of the investigation conducted.

Please call me if you have any questions.

Very truly yours,

James R. Carlson, AIA, NCARB

**Executive Vice President** 

JRC:cac

cc: Mr. Charles Mauti

Raymond Bader

Frederick A. Stanley

Hopkinton Building Official Hope Valley Fire Marshal

Hope Valley Fire Chief

PLAINTIFF'S EXHIBIT



# CODE INVESTIGATION / 03 June 2005

e: Canonchet Cliffs I & II RGB #5374-3

## CANONCHET II

#### Center Stair

• Hall side – 2 layer, 5/8"

 Hall side at elevator - 2 layer, 5/8", but not to deck - stops at plate, also 8 x 16" hole at plumbing pipes. Found drywall stamps verifying it is 5/8" type X

• Laundry room side - 2 layers, 5/8" - this wall is also the 2-hr separation wall

## North Area Separation Wall

• Confirmed 2 layers, 5/8", type X, but not continuous to the deck on corridor side

## South Area Separation Wall

- Confirmed 2 layers, 5/8", type X, but not continuous to the deck at corridor wall
  continues through small office, past elevator equipment room, but is not continuous
  above ceilings.
- The elevator room door is rated, but drags on carpet and spring butt requires adjustment to close.

## Elevator Room

- Gypsum board does not continue to deck above coilings
- Room has a rated door, but not functioning, see above

## South Wine

 Corridor separation wall to south corridor at kitchen is 2 layers, 5/8" gypsum, but is not continuous above the corridor coiling - wall appears to end at each corridor wall

### South Stair

- Corridor side, 2 layers, 5/8", but not continuous above the corridor ceiling
- Stair side walls are 2 layers, but are not continuous on the sidewalls above the ceilings – observable from the corridor

## North Stair

Same violations as South Stair (open electric box at corridor ceiling)

#### Elevator Shaft

• Observed corridor side above ceiling – the gypsum board is 2 layers, 5/8", but is not continuous to the deck, therefore, the shaft is not properly rated

Note: Label found on existing ceiling tile, 1<sup>st</sup> floor corridor outside management office—
"fire resistant tile"



CODE INVESTIGATION / 03 June 2005

Canonchet Cliffs I & U

**RGB #5374-3** 

Page 2

## CANONCHET I

## HOUSE

## East Staix

- 2 hr 2 layer 5/8" gypsum around stair up to the ceiling walls are not continuous above the ceiling, but the ceiling is 2 layers, 5/8" gypsum 2 layers, 5/8", 2<sup>nd</sup> floor ceiling & 2<sup>nd</sup> floor walls, 2 layers

## Units H101 & H102

No separation between units above the ceiling

#### West Stair

- Same construction as east stair, all 2 hr drywall, 2 layers on the stair side
- Unit H106 cut hole in closet ceiling drywall on unit side does not continue above the celling

#### SHED

## South Stair

- Wall to corridor, 2 layers on stair side, corridor side, 2 layers, but not continuous
- Wall to unit and janitor closet, 2 layers, wall to unit not continuous above SAT
- 2<sup>nd</sup> floor stair ceiling to attic, 1 layer, 5/8"
- No gypsum board on attic side of stair wall at shed

#### Area Separation Wall

- 1 layer, 5/8", unknown if continuous above ceiling
- Checked Unit 104 below wall is continuous and 1hr rated

#### North Stair

Built same as South Stair, same violations

#### Unit S104

• Cut LR ceiling to check area separation wall continuity - drywall is continuous to deck above and provides 1 hr rating

#### COTTAGE

#### Office Entry, West End

- Separation between units, corridor and the community spaces, laundry room, office has I hr rated wall, but wall stops above the SAT ceiling below the artic trusses
- Community spaces are therefore not rated since the SAT is not a rated system and is not separated from the units

#### Corridors

Comidors have SAT to attic, therefore, unrated to attic



## CODE INVESTIGATION / 03 June 2005

Re: Canonchet Cliffs I & II

**RGB #5374-3** 

Page 3

## COTTAGE (cont.)

#### Units

Continuous gypsum board, 5/8" wall to well at ceiling

## MILL BUILDING

Elevator Shaft, East End

• 1st floor corridor ceiling, drywall above SAT - can't see shaft wall

The elevator shaft is not rated on the west wall at the corridor – drywall stops at plate, joist space open, wall insulated, plywood on elevator side of studs (possibility of another wall on elevator side, can't view without shaft access) unlikely that elevator shaft is properly rated

### East Stair

- 2 layers around stair, but not continuous to deck above at corridor ceiling, 2 layers on apartment wall
- Cut hole in ceiling of stair, 2<sup>nd</sup> floor landing, ceiling is 1 layer, 5/8"
- Side walls of stair stop at ceiling and are not continuous

#### Area Separation Wall

- 1 layer of 5/8" continuous not 2 layers found
- Door is rated the wall continues to the outside wall, south side as a 1 hr wall, not taped, with some holes
- 2<sup>nd</sup> floor, same issues

#### West Stair

- Wall corridor to stair is 1 layer, 5/8", not continuous
- Cross corridor wall is 2 layers, 5/8", on both sides
- Wall to unit, stair side is 2 layers, 5/8" suspect it is not continuous above the ceiling

Submitted By

James R. Carison, AIA, NCARB

**Executive Vice President** 

JRC:cae



Canonchet Cliffs I & II RGB #5374-3 17 June 2005

**EXHIBIT** 

#### Draft Code Review and Recommended Corrections:

#### Stairs

- 1. Stair width not 44"—Request variance rehab board and sprinkler all buildings.
- 2. Stair handrails not compliant Replace with 1-1/2" pipe rail, request variance on 2.44" wall clearance to improve stair width.
- 3. Stair doors not 1 ½ hr rated -Replace with 1 ½ hr doors as occur
- 4. Stair walls are not continuously rated 2 hours complete walls above ceilings including extending walls to roof sheathing in the attic.
- 5. Stair ceiling height at the House is 6'-2"—Raise the roof to comply.
- 6. Laundry, electric room, storage rooms, and apartments open onto the stairwells at Canonchet I.- Provide 2 hr walls and 1 ½ hr doors on walls adjoining the stair.
- 7. Stair windows lower than 18" above the floor and not tempered glass.—Add a guard inside the window.
- 8. Canonchet II center stair not 2hr rated to triangular void .—Provide 2hr wall
- 9. Stair drapery not class A Remove the drapery.

#### Elevators

- Shafts are not continuous 2hr rated.—Investigate further to determine deficiencies and if the rating can be improved.—Improve or request variance for necessary items.
- 2. Canonchet II elevator room not properly rated at ceiling.—Remove existing ceiling and replace with 2 layers 5/8 X board.
- 3. Canonchet II elevator equipment room door does not self close.—Adjust door.

#### Corridors

- 1. Corridor floor/ ceiling is not 1 hr rated. Ceiling tile appears to be a rated tile but no hold down clips are installed and the 2x6 floor joists do not comply with the UL test 2x8 joist required.—Install hold down clips and request variance on the joist size.
- 2. Corridor to attic rating is not 1hr rated at ACT ceilings, since no tested assembly can be found—Remove SAT ceilings and replace with 2 layers of 5/8 rated board.

  Correct unrated penetrations at HVAC systems.
- 3. Corridor to apartments are not a continuous 1hr rating.—Since the corridor ceilings are not fully compliant, correct gaps and seal penetrations with fire scalant. At Canonchet II, north wing, 3<sup>rd</sup> floor, remove flex duct and replace with rigid metal duct. Check south wing for similar violation.
- 4. Lounges, sitting areas are open to the corridor.—Install walls and the rated doors or remove the furniture.

  PLAINTIFF'S



Canonchet Clifts I & II RGB #5374-3 17 June 2005

## Draft Code Review and Recommended Corrections:

5. Shed building Canonchet I. 2<sup>nd</sup> floor corridor, wall to attic space has no protection on the attic side and wall is not fire stopped.—Install 1 layer 5./8" board on the attic side and firestop the wall.

Area Separation Walls, Fire and Draft Stopping

Area separation walls are not continuous thru the building and the artic.—Add and improve walls to bring the building into compliance with the 1984 code for R2 use group, 5A construction, Sprinklered buildings as follows:

10,200 sf base +200% @, 2story buildings = 30,600sf areas

10,200sf base + 100% at 3 story buildings + 20,400sf - 20% = 16,320sf areas.

Do not take frontage increase.

Provide rated doors at attic separation walls.

- 2. Attics are not firestopped into 3000sf areas.—Install 5/8 rated board on attic trusses to divide the attics. Provide rated access hatches in the walls
- 3. No draft stopping is provided in ceilings between apartment units 1420.7.1.1 1984 code.—Install where none exist.
- 4. Canonchet II and the Cottage Building community spaces are not continuously 1hr rated from the apartment units because of openings above the ceilings.—Install 1hr rated walls above ceilings.

## Other Issues

- 1. When attic ridge vents were cut in on reproofing the edge of plywood was left unsupported.—Install 2x4 blocking between all trusses at the edge of the plywood.
- 2. Remove items stored in electric and mechanical rooms.—Construct storage building if required.
- 3. Resolve Jan. 17, 1995 letter from Fire District. Inspect area with Fire Officials to determine if the structure was repaired. Elevator, which building???

Submitted by,

James R. Carlson, AIA, NCARB

Executive Vice President

JRC:cae

Allstate Appraisal & Adjustment 400 Pontiac Avenue Cranston, Rhode Island 02910 401-785-4030 401-785-3670 fax 07/11/05

Client: Canonchet Cliffs 1+2 Address: 808 Main St.

Hope Vally, RI 02832

Res. Ph: (401)539-2223

Fax: (401)539-0269

Bus. Ph: (401)785-4030 Fax: (401)785-3670 Estimator: Steve Mesolella

Estimate: CANONCHET\_CL



# Allstate Appraisal & Adjustment

Canonchet Claffs 1+2

07/11/05 Page:2

Room: Canonchet

DESCRIPTION	UNITS		REMOVE	REPLACE	TOTAL
Suspended ceiling tile - Detach & reset on all levels of building to address the drywall installation to decks above in Canonchet 1+2.A crew of four ceiling technicians will be used to drop+reset once fire rated drywall is installed.	1,012 HR	(e		28.50=	28,842.00
5/8" drywall - hung & fire taped only. Apply fire rated drywall on all floor levels starting from the ending of corridor wall drywall to upper decks. A crew of four drywall installers to apply double layers labor only. Workers will be working off stilts and or stagings.	1,200 HR	<u>@</u>		32.50=	39,000.00
Material drywall material to include drywall 5/8"fire rated, screws, and compound.	1 J8	0		2,100.00=	2,100.00
Carpet - Canonchet 1+2 remove and replace with fire rated glue down carpet to include all corridors.stairwells.common areas.	1.444 SY	<b>@</b>		14.50=	20,938.00
Replace flex vent pipe with stainless steel or alum.into all attic areas.	1 JB	0		150.00-	150.00

Canonchet Cliffs 1+2	Allstate Appr		justment	tment 07/11/05		
DESCRIPTION	Continued - UNITS	Carionchet	REMOVE	REPLACE	TOTAL	
Framing repair - Minimum charge install solid bridging on all corridor levels where 2"*6" floor joist exist. Corridors third+second ceiling levels. Price will include labor for two carpenters with time+expense. No material.	e 860 HR	Ģ		28.50=	24,510,00	
Material to fram in all under braced corridor floors consisting of 2"*6" lumber, metal joist hangers, nailing, pluss equipment.	1 JB	@		460.00=	460.00	
Interior door - birch - pre-hung unit on third floor No. end stair well.	1 EA	@		360.00=	360.00	
Framing repair - Minimum charge fram in to first, second, third leveles of canonchet 1+2 on north+south sides of building exits to ground levels as follows.Roof, landings, sidewall installation, rough+finish wireing, heat vent air, finish carpentry, paint or stain interior+exterior.siding applacation, ect.		<b>@</b>				
2" x 10" lumber (1.67 BF per LF) 110/12' joist,stringers.	2.205 BF	@		2.50⊶	5,512.50	
2" x 6" lumber (1 BF per LF) rough fasca fram in sidewalls 400/8	3,200 BF	<b>@</b>		1.30~	4,160.00	
3 tab - 25 yr (hvy.wt)comp. shingle rfg - incl. felt	16 SQ	<b>@</b>		450.00=	7,200.00	
Furring strip - 1" x 2"	1,000 LF	g		0.56=	560.00	
Truss - 8/12 slope 80/5	<b>8</b> 0 EH	<b>©</b>		32.00=	2,560.00	

Canonchet Cliffs 1+2	Allstate A	ppr	aisal & Ad	justment	07/11/05	Page:4
DESCRIPTION	Continued UNITS		Canonchet	REMOVE	REPLACE	TOTAL
Sheathing - plywood - 1/2" CDX roofs+sidewalls.	1,800	SF	0		1.40×	2,520.00
FINISH CARPENTRY / TRIMWORK	560	SF	<b>@</b>		7.60-	4.256.00
Electrical repair - rough+finish.Two buildings,four strairwells.	1	JB	<sub>@</sub>		6,200.00 <del>-</del>	6,200.00
Heat, vent, & air conditioning repair - Minimum charge Per	4	J8	@		1.090.00=	4,360.00
Blown-in insulation - 6" depth - R19	3,200	SF	@		0.47=	1,504.00
R&R 5/8" drywall - hung & fire taped only	8,012	SF	@	0.16+	1.90=	16,504.72
Seal then paint the surface area (2 coats)	4,006	SF	@		0.60=	2,403.60
Detach & Reset Carpet - (material and labor)	600	SY	<u>@</u>		14.50=	8,700.00
Vinyl cove	460	LF	@		3.99-	1.835.40
Steel door, 3'x 7'	1	EΑ	0		460.00=	460.00
Paint door (per side)	2	EΑ	@		37.08=	74.16
Concrete slab reinforcement - 6" x 6", #10 wire mesh	4	EH	0		450.00=	1,800.00
Siding - beveled - pine or equal (clapboard)	4.006	SF	@		3.34=	13,380.04
Seal/prime the surface area - one coat then apply finish coat to exterior.	4.006	SF	6		0 . 85 <sup>-20</sup>	3,405.10
Stairway - 4' wide (8' rise plus joist)	32	ĒΑ	0		156.00=	4,992.00
Stairway - stringers, treads & risers (per tread)	32	EΑ	6		36.13=	1,156.16

Canonchet Cliffs 1+2	, ,	aisal & Adjustment	07/11/09	05 Page:5	
DESCRIPTION	Continued - C UNITS	lanonchet REMOVE	REPLACE	TOTAL	
Light fixture - Standard grade	4 EA	(d	26 50=	106.00	
Room Total: Canonchet				210,009.68	
Room: Mill Building					
DESCRIPTION	UNITS	REMOVE	REPLACE	TOTAL	
Suspended ceiling tile - Detach & reset on all levels of building to address the drywall installation to decks above in Canonchet 1+2.A crew of four ceiling technicians will be used to drop+reset once fire rated drywall is installed.	1,012 HR	<u>e</u>	28.50=	28,842.00	
5/8" drywall - hung & fire taped only.Apply fire rated drywall on all floor levels starting from the ending of corridor wall drywall to upper decks.A crew of four drywall installers to apply double layers labor only.Workers will be working off stilts and or stagings.		<b>@</b>	32.50=	39,000.00	
Material drywall material to include drywall 5/8"fire rated,screws,and compound.	1 JB	<b>@</b>	2,100.00-	2,100.00	
Carpet - Mill building,	860 SY	@	14.50=	12,470.00	
Furring strip - 1" x 2"	1.000 LF	0	0.56=	560.00	

Carponchet Cliffs 1+2	Allstate A	<b>p</b> pra	aisa	l & Adjustment	07/11/05	Danasii
DESCRIPTION	Continued UNITS		1111	Building <b>REMOVE</b>	RCPLACE	TOTAL
Framing repair - Minimum charge fram in to first, second, third leveles of canonchet 1+2 or north+south sides of building exits to ground levels as follows. Roof, landings, sidewal, installation, rough+finish wireing, heat vent air, finish carpentry, paint or stain interior+exterior, siding applacation, ect.	ge l	JB	<b>(</b> 0	NEI IOVE	·	
2" x 10" lumber (1.67 BF per LF) 110/12' joist,stringers.	2,205	BF	0		2.50=	5,512.50
2" x 6" lumber (1 BF per LF) rough fasca fram in sidewalls.400/8	3,200	BF	0		1.30=	4,160.00
Truss - 8/12 slope 64/5'	64	ЕН	@		32.00=	2,048.00
3 tab - 25 yr composition shingle roofing - incl. felt	16	SQ	@		450.00=	7,200.00
Trim board - 1" x 10" - installed	560	LF	@		8.50=	4,760.00
Sheathing - plywood - 1/2" CDX roofs+sidewalls.	1,632	SF	@		1.40=	2.284.80
Sheathing - plywood - 3/4" - tongue and groove	560	SF	0		1.85=	1,036.00
Electrical repair - rough+finish.Two buildings,four strairwells.	1	JB	@		6.200.00-	6,200.00
Heat. vent, & air conditioning repair - Minimum charge.Per	4	JB	@		1,090.00=	4,360.00
Blown-in insulation - 6" depth - R19	n 3,200	ŞF	<b>(</b> 0		0.47=	1.504.00
Seal them paint the surface area (2 coats)	4,006	SF	Ø		0.60=	2.403.60

Canonchet Cliffs 1+2	Allstate A	φρη	arsal & Adjustment	07:11/0	Diar."
DESCRIPTION	Continued UNITS		Mill Building REMOVE	07/11/05 <b>REPLACE</b>	Fage: 7
Detach & Reset Carpet - (material and labor)	600	SY	0	14.50=	8,700.00
Vinyl cove	460	LF	е	3.99=	1,835.40
Steel door, 3'x 7'	1	EΑ	@	460.00=	460.00
Paint door (per side)	2	EA	0	37 . 08≔	74.16
Concrete slab reinforcement - 6" x 6", #10 wire mesh	4	EH	<u>@</u>	450.00=	1,800.00
Siding - beveled - pine or equal (clapboard)	4,006	SF	<u>@</u>	3.34-	13,380.04
Seal/prime the surface area - one coat then apply finish coat to exterior.	4,006	SF	@	0.85=	3,405.10
Stairway - 4' wide (8' rise plus joist)	32	EA	@	156.00=	4,992.00
Stairway - stringers, treads & risers (per tread)	32	EA	0	36.13=	1,156.16
Light fixture - Standard grade	4	EΑ	0	26.50=	106.00
Room Total: Mill Building					160,349.76
Room: The Shed					
DESCRIPTION	UNITS		REMOVE	REPLACE	TOTAL
Suspended ceiling tile - Detach & reset on all levels of building to address the drywall installation to decks above in Canonchet 1+2.A crew of four ceiling technicians will be used to drop+reset once fire rated drywall is installed.	n 800	HR	@	28.50=	22,800.00

Canonichet Chiffs 1+2	Allstate A	<b>l</b> ppr	aisal & Ac	ljustment	07/11 'DE	Oran C
<del></del> -	Continued		The Shed	REMOVE	07/11/05 REPLACE	-
5/8" drywall - hung & fire taped only Apply fire rated drywall on all floor levels starting from the ending of corridor wall drywall to upper decks. A crew of four drywall installers to apply double layers labor only Workers will be working off stilts and or stagings.	•	HR	@	KEHUVE	32.50=	27,300.00
Material drywall material to include drywall 5/8"fire rated, screws, and compound.	1	JB	@		860.00=	860.00
Carpet - Shed	580	SY	6		14.50=	8,410.00
Material to fram in all under braced corridor floors consisting of 2"*6" lumber.metal joist hangers.nailing.pluss equipment.	1	ЈВ	<b>@</b>		460 . 00=	460.00
Interior door - birch - pre-hung unit on third floor No. end stair well.	1	EA	@		360.00≈	360.00
Framing repair - Minimum charge fram in to first, second, third leveles of canonchet 1+2 on north+south sides of building exits to ground levels as follows. Roof, landings, sidewall, installation, rough+finish wireing, heat vent air, finish carpentry, paint or stain interior+exterior, siding applacation, ect.		JB	<b>@</b>			
$2" \times 10"$ lumber (1.67 BF per LF) 110/12' joist stringers.	2,205	BF	0		2.50=	5,512.50
2" x 6" lumber (1 BF per LF) rough fasca fram ir sidewalls.400/6"	3,200	BF	0		1.30=	4,160.00

Canonchet (lifts 1+2	Allstate A	ppr.	aisal & Ad	07/11/05 Page:9		
DESCRIPTION	Continued UNITS		Trie Sriec	REMOVE	REPLACE	TOTAL
Furring strip - 1" x 2"	1,000		@		0.56=	560.00
Truss - 8/12 slope 62/5'	62	EH	<b>(</b> d		32.00=	1,984.00
Sheathing - plywood - 1/2" CDX roofs+sidewalls.	1,432	SF	6		1.40=	2,004.80
3 tab - 25 yr composition shingle roofing - incl. felt	16	SQ	<b>@</b>		<b>4</b> 50 . 00 <del></del>	7,200.00
Sheathing - plywood - 3/4" - tongue and groove	560	SF	@		8.50=	4,760.00
Electrical repair - rough+finish.Two buildings.four strairwells.	1	JB	@		6,200.00=	6,200.00
Heat, vent. & air conditioning repair - Minimum charge.Per	4	JB	0		1,090.00=	4,360.00
Blown-in insulation - 6" depth - R19	n 2,200	SF	@		0.47=	1,034.00
Seal then paint the surface area (2 coats)	3,100	SF	6		0.60=	1,860.00
Detach & Reset Carpet - (material and labor)	485	SY	0		14.50=	7,032.50
Vinyl cove	460	LF	0		3.99=	1,835.40
Steel door, 3'x 7'	1	EA	@		460.00-	460.00
Paint door (per side)	2	EA	0		37.08=	74.16
Concrete slab reinforcement - 6" x 6". #10 wire mesh	4	EΗ	0		450.00=	1,800.00
Siding - beveled - pine or equal (clapboard)	3.200	SF	@		3.34=	10,688.00
Seal/prime the surface area - one coat them apply finish coat to exterior.	4,006	SF	Ø		0.85-	3.405.10

Canonchet Cliffs 1+2	Allstate A	рΡι	raisa	al & Adjustment	חייו: /חר	5	
DESCRIPTION	Continued UNITS		The	Shec <b>REMOVE</b>	REPLACE	TOTAL	
Stairway - 4' wide (8' rise plus joist)	32	ΕA	4 (0		156.00=	4,992.00	
Stairway - stringers, treads & risers (per tread)	32	EA	<i>t</i> 0		36.13-	1,156.16	
Light fixture - Standard grade	4	ΕA	0		26.50=	106.00	
Room Total: The Shed						131,374.62	
Room: The House							
DESCRIPTION	UNITS			REMOVE	REPLACE	TOTAL	
Suspended ceiling tile - Detach & reset on all levels of building to address the drywall installation to decks above in Canonchet 1+2.A crew of four ceiling technicians will be used to drop+reset once fire rated drywall is installed.	n 800	HR	Q		28.50=	22,800.00	
5/8" drywall - hung & fire taped only. Apply fire rated drywall on all floor levels starting from the ending of corridor wall drywall to upper decks. A crew of four drywall installers to apply double layers labor only Workers will be working off stilts and or stagings.		HR	<u>e</u>		32.50=	27,300.00	
Material drywall material to include drywall 5/8"fire rated,screws,and compound.	1	JB	9		860.00=	860.00	
Carpet - Shed	580	SY	0		14.50=	8.410.00	

UU . AU! NVA E UU . U E A 4846

Allstate Appraisal & Adjustment Canonichet, Cliffs 1+2 07/11/05 Page:11 Continued - The House **DESCRIPTION** UNITS REMOVE REPLACE TOTAL 460.00= 460.00 Material to fram in all under 1 JE @ braced corridor floors consisting of 2"\*6" lumber.metal joist hangers, nailing, pluss equipment. 360.00 360.00~ 1 EA @ Interior door - birch pre-hung unit on third floor No. end stair well. 1 JB @ Framing repair - Minimum charge fram in to first, second. third leveles of canonchet 1+2 on north+south sides of building exits to ground levels as follows.Roof, landings, sidewalls installation, rough+finish wireing, heat vent air, finish carpentry paint or stain interior+exterior, siding applacation, ect. 5,512.50 2.50= 2" x 10" lumber (1.67 BF per 2.205 BF @ LF) 110/12' joist, stringers. 4,160.00 1.30= 3.200 BF @ 2" x 6" lumber (1 BF per LF) rough fasca fram in sidewalls.400/8' 7,200.00 450.00= 3 tab - 25 yr. - (hvy.wt)comp. 16 SQ @ shingle rfg - incl. felt 1,984.00 32.00= 62 EH @ Truss - 8/12 slope 62/5' 560.00 0.56 =1,000 LF Furring strip - 1" x 2" 6,120.00 8.50= 720 LF @ Trim board - 1" x 10" installed 2.004.80 1.40=1.432 SF @ Sheathing - plywood - 1/2" CDX roofs+sidewalls. 1.036.00 1.85= 560 SF @ Sheathing - plywood - 3/4" tanque and groove

Canonchet Cliffs 1+2	Allstate A	<b>l</b> ppr	aisal & Ad,	justment	07/11/05	Page:12
DESCRIPTION	Continued UNITS		The House	REMOVE	REPLACE	TOTAL
Electrical repair - rough+finish.Two buildings.four strairwells.	1	JB	0		6,200.00-	6,200.00
Heat, vent, & air conditioning repair - Minimum charge.Per	4	JB	0		1,090.00=	4,360.00
Blown-in insulation - 6" depth - R19	2,200	SF	0		0.47=	1,034.00
Seal then paint the surface area (2 coats)	3,100	SF	@		0.60=	1,860.00
Detach & Reset Carpet - (material and labor)	485	SY	<u>e</u>		14.50=	7,032.50
Vinyl cove	460	LF	@		3.99=	1,835.40
Steel door, 3'x 7'	1	EA	@		460.00~	460.00
Paint door (per side)	2	EA	0		37.08=	74.16
Concrete slab reinforcement - 6" x 6", #10 wire mesh	4	ЕH	@		450.00=	1,800.00
Siding - beveled - pine or equal (clapboard)	3,200	SF	@		3.34=	10,688.00
Seal/prime the surface area - one coat then apply finish coat to exterior.	4,006	SF	0		0.85-	3,405.10
Stalrway - 4' wide (8' rise plus joist)	32	EA	@		156.00-	4.992.00
Stairway - stringers, treads & risers (per tread)	32	EA	@		36.13=	1,156.16
ight fixture - Standard grade	4	EA	0		26 . 50 <b>-</b>	106 00
doom Total: The House						133,770.62

# Alistate Appraisal & Adjustment

Canonichet Cliffs 1+2

07/11/05 Page:13

Room: Extras

DESCRIPTION	UNITS		REMOVE	REPLACE	TOTAL
Tear out and preperation.Demo crew to perfome all prep.	1 JB	Q	4,200.00+		4,200.00
Dumpster load - Extra large	8 EA	6	325.00+		2,600.00
Post construction and continuous clean up	1 JB	@	3,000.00+		3,000.00
Room Total: Extras			······		9,800.00
Line Item Subtotal:					645,304.68

# Allstate Appraisal & Adjustment

Canonichet Cliffs 1+2

07/11/05 Page:14

Sι	ımna	rv
-	W1111	

Total Line Items			645.304.68
Overhead @	10% ×	645,304.68	64,530.47
Profit @ Material Tax @	10% × 7% ×	709,835.15 138,801.65	70,983.52 9.716.12
Permit Amount	/ & X	130,001.05	4,500.00
Grand Total			<b>\$</b> 795,034.79

Stéve Mesolella Claims Adjuster

Canonchet	Chiffs 1+2	Allstate	• •	s <b>al &amp; Adjustme</b> n By Room	nt	07/11/05	Page.15
	Room:Canonchet Room:Mill Buildir Room:The Shed Room:The House Room:Extras	ıg			160. 131. 133.	009.68 349.76 374.62 770.62 800.00	32.54% 24.85% 20.36% 20.73% 1.52%
			Sum	mary			
	Total Line Items Overhead @ Profit @ Material Tax @ Permit Amount Grand Total	10% > 10% > 7% >	c 70	45,304.68 09,835.15 38,801.65	64.5 70,9 9,7	304.68 530.47 983.52 716.12 500.00 034.79	

# Allstate Appraisal & Adjustment

Canonchet Cliffs 1-2

07/11/05 Page:16

# Recap By Category

Description: O&P Items			Total Dollars	*
ACOUSTICAL TREATMENTS			103,284.00	16.01%
CONCRETE			7,200.00	1.12%
GENERAL DEMOLITION			11,081.92	1.72%
DOORS			2.920.00	0.45%
DRYWALL			147,822.80	22.91
ELECTRICAL			24,800.00	3.84%
FLOOR COVERING - CARPET			81,693.00	12.66%
FLOOR COVERING - VINYL			7,341.60	1.14%
FINISH CARPENTRY / TRIMMORK			15,136.00	2.35%
FRAMING & ROUGH CARPENTRY			89,662.40	13. <b>89%</b>
HEAT, VENT & AIR CONDITION	17,590.00	2.73%		
INSULATION	5.076.00	0.79%		
LIGHT FIXTURES			424.00	0.07%
Material			7,300.00	1.13%
PAINTING			22,444.24	3.48%
ROOFING			28,800.00	4.46%
SIDING. PATIOS, & AWNINGS			48,136,08	7.46%
STAIRS			24,592.64	3.79%
	O&P Items Subtotal		645,304.68	100.00%
	Overhead	10%	64,530.47	200,200
	Profit	10%	70,983.52	
	Material Tax	7%	9,716.12	
	Permit Amount		4,500.00	
	Grand Total		\$795,034.79	